



**TOWN OF BLUFFTON
INVITATION FOR BID
MAY RIVER ROAD PEDESTRIAN INFRASTRUCTURE EXTENSION
EASEMENT (RIGHT-OF-WAY) ACQUISITION
IFB 2016-29**

The Town of Bluffton is soliciting sealed bids from qualified offerors for easement (right-of-way) acquisition services that are needed for the May River Road Pedestrian Infrastructure Extension Project (May River Streetscape Phase 2).

Sealed bids, including all necessary documents, are due by Friday, February 5, 2016 at 12:00 p.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910 clearly marked as: **IFB 2016-29 – May River Road Pedestrian Infrastructure Extension Easement (Right-of-way) Acquisition.** Offerors should submit one (1) original and two (2) copies by the stated deadline. Questions should be submitted in writing to Jeremy Ritchie at jritchie@townofbluffton.com. Questions and answers will be posted on the Town's website at www.townofbluffton.sc.gov. The deadline for submission of questions by offerors shall be 12:00 p.m. on Monday, February 1, 2016.

BACKGROUND

The Town of Bluffton received a \$400,000 Transportation Alternative Grant from the South Carolina Department of Transportation (SCDOT) LPA-7-14, PO27274, May River Road Pedestrian Infrastructure Extension Project to help fund the installation of sidewalk, curb, gutter, and drainage infrastructure along a section of May River Road from Pin Oak to Jennifer Court.

Attachment 1 entitled "Right-of-Way Plans for May River Road Improvements Phase II" shows the proposed locations for Temporary Construction, Drainage, and Sidewalk easements needed for this project.

Attachment 2 entitled "Professional Services Contract" is the contract form and includes the basic contract terms & conditions required of the successful offeror. Because the work contemplated in this Invitation to Bid is a part of a Transportation Enhancement Grant funded through SCDOT using Federal Highway Administration (FHWA) funds, the successful offeror must comply with applicable Federal or State laws, Executive Orders, and regulations of SCDOT and FHWA.

SCOPE OF SERVICES

The Town is receiving a portion of the project's funding from a Transportation Alternative Grant which requires adherence to federal Uniform Relocation Act Right-of-Way Acquisition. This

acquisition process must be followed on the specified properties in order to ensure just compensation for the property owners. The appraisals and review appraisals need to be prepared in accordance with applicable Federal Uniform Relocation Act rules, which are incorporated herein by reference. The successful offeror must be approved by SCDOT as a right-of-way acquisition firm to ensure easements are properly acquired per the Federal Uniform Relocation Act rules.

The Town anticipates the acquisition of 14 Sidewalk easements, 24 Drainage easements, and 36 Temporary Construction easements on a total of 36 parcels. The 36 parcels are owned by approximately 25 property owners. Preparation of plats will not be a part of this contract as they will be provided to the offeror by the Town. The Town desires to move quickly with the acquisition process. The Town intends to award the contract and issue a notice to proceed to the successful offeror within one week of the bid closing date. Background work that does not require contact with affected property owners can begin at that time. However, no contact can be made with any affected property owner until a notice to proceed is provided by the SCDOT. The Town expects the appraisal and review appraisal process to be completed by April 1, 2016. It is expected that Town Council will review offers for Just Compensation at the April 12, 2016 Council meeting. The Town expects for the entire acquisition process to be complete with easement/ROW concurrence by the SCDOT no later than mid-June 2016. The offeror shall provide its anticipated schedule as identified in the next section. Please highlight discrepancies if different from the expected Town schedule.

In accordance with URA rules, the successful offeror must agree to allow the property owner, should the owner choose to do so, to accompany the successful offeror on the walkthrough of the property. The successful offeror must be willing to accommodate the schedule of these owners by agreeing to meet at a specified time during the normal business day, at least one early evening, and one weekend morning. The Town of Bluffton Engineering Department can assist with coordination of these appointments with the property owners as needed.

BID SUBMITTALS

Please submit a bid package containing, at a minimum, the following information:

- A cover letter
- Qualifications of all proposed team members, including documentation that Acquisition firm and team members are approved by the SCDOT for the services provided (i.e., SCDOT Approved Right-of-Way Acquisition Firm, SCDOT Approved Fee Appraisers, SCDOT Approved Review Appraisers)
- Cost of easement acquisition services per parcel, up to and including negotiations and executed easements. These services will include, but not be limited to, the following:
 - Title work and research
 - Notice of Interest letters
 - Appraisal notification letters
 - Appraisals/Review Appraisals
 - Offer letters
 - Easement document preparation

- Easement negotiations
- Executed easements
- \$_____ (per easement acquisition services per parcel)
- \$_____ (total cost for acquisition services)
- Cost to provide other services (e.g., court appearances) at \$_____ (per hour)
- Anticipated schedule (time to complete) from SCDOT Notice to Proceed for the following milestones:
 - Appraisals
 - Review appraisals
 - Offer letters
 - Easement document preparation
 - Easement negotiations
- Insurance certificates in ACORD format, including Errors & Omissions and Automobile insurance

If you are unable to provide a bid at this time, please send a “No Quote” notice to jritchie@townofbluffton.com or FAX to 843-706-4533.

TOWN OF BLUFFTON RIGHTS

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all bids and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town’s best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your bids, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

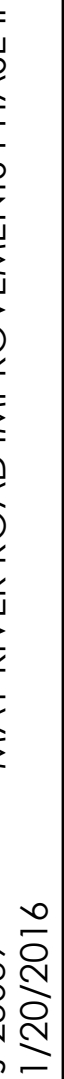
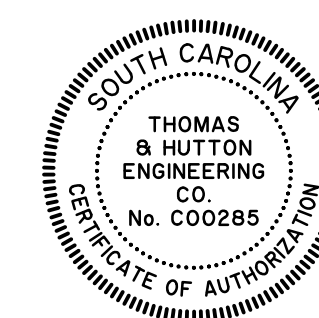
BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR:
TOWN OF BLUFFTON
20 BRIDGE STREET
BLUFFTON, SC 29910

JANUARY 20, 2016

J-23039

PREPARED BY:



VICINITY MAP
SCALE: 1" = 5000'

Schedule of Drawings	
Sheet Number	Sheet Title
C0	COVER SHEET
IL1.1	INDEX AND LAYOUT
DS1.1	RIGHT-OF-WAY DATA
DS1.2	RIGHT-OF-WAY DATA
PS1.1	PROPERTY STRIP MAP
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PL1.6	RIGHT-OF-WAY PLAN

REVISION HISTORY			
REV. NO.	REVISION	BY	DATE

SUBMITTAL HISTORY	
TOWN OF BLUFFTON	I-22-I6
SUBMITTED TO	DATE

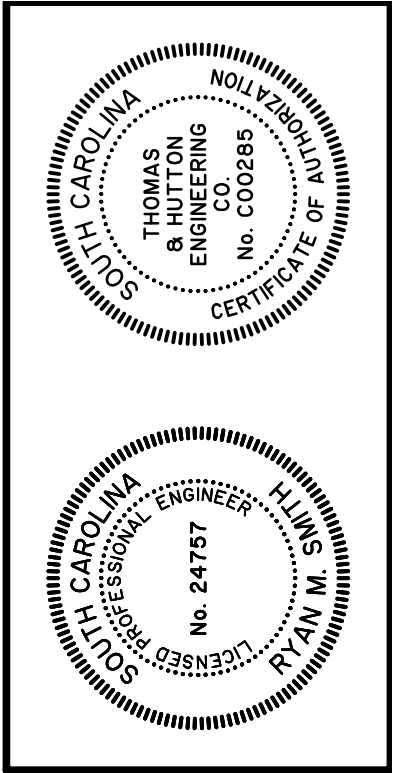
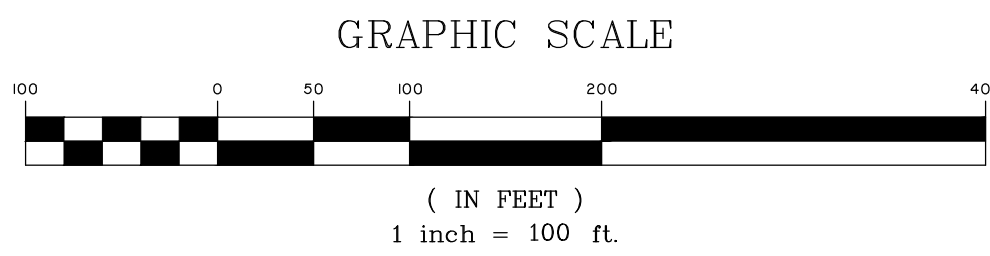
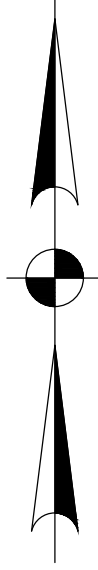
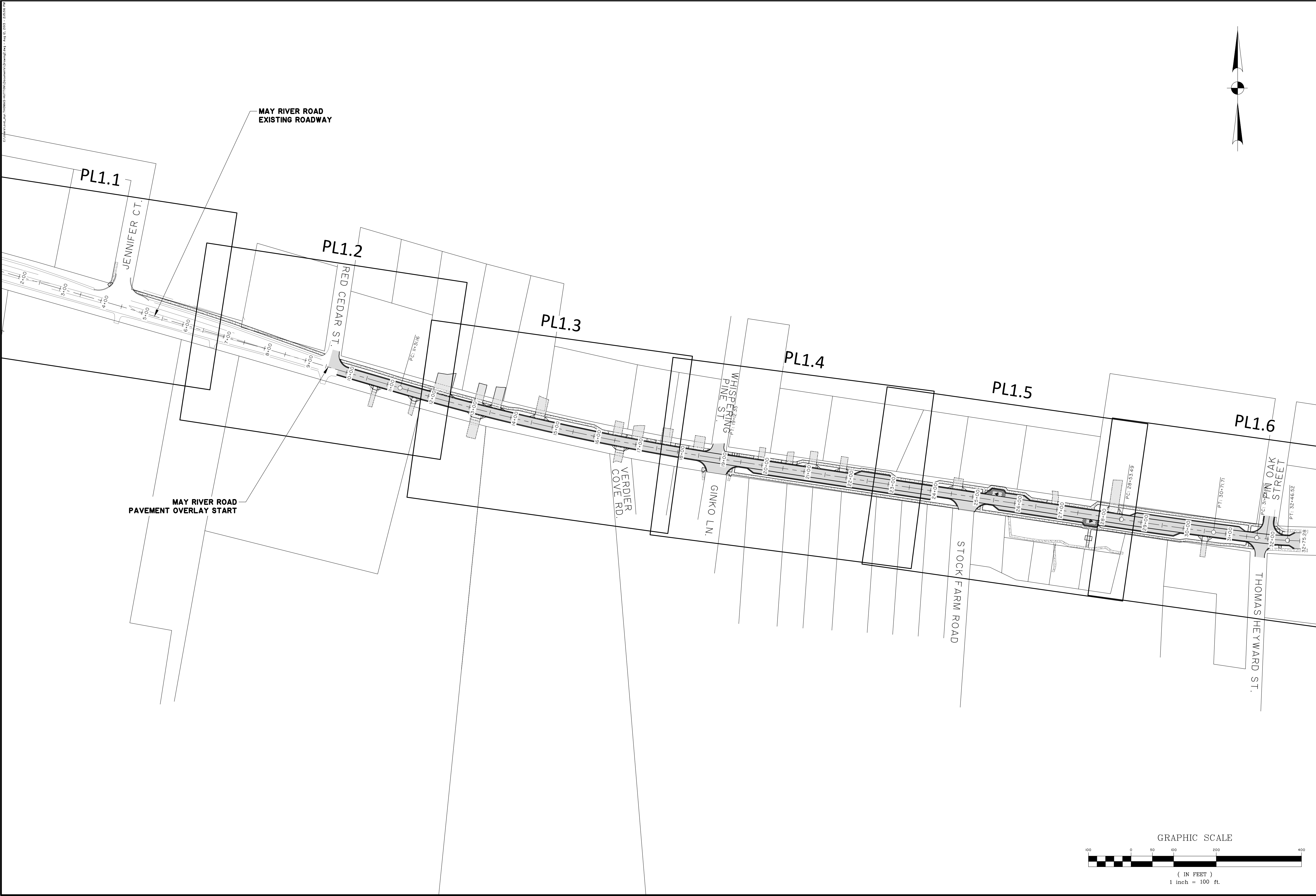


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NO.	REVISIONS	BY	DATE

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MAY RIVER ROAD IMPROVEMENTS PHASE II

INDEX AND LAYOUT

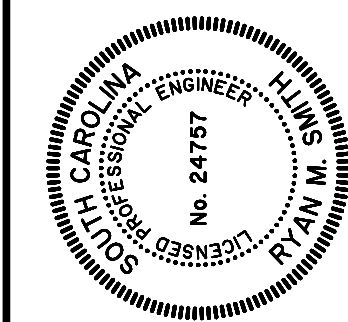
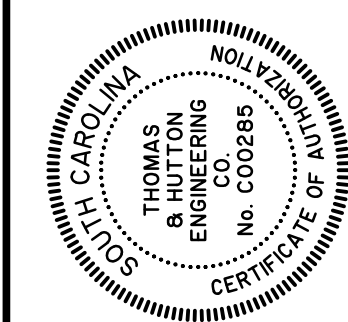
JOB NO:	J-23039
DATE:	1/20/2016
DRAWN:	MEB
DESIGNED:	RMS
REVIEWED:	RMS
APPROVED:	RMS
SCALE:	1" = 100'

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BEAUFORT COUNTY RIGHT-OF-WAY DATA SHEET

TRACT NO.	PROPERTY OWNER	TAX MAP REFERENCE	TOTAL TRACT ACRES	OBTAIN				REMAINDER LEFT ACRES	REMAINDER RIGHT ACRES	DATE ACQUIRED	TYPE OF INSTRUMENT	TEMPORARY CONSTRUCTION EASEMENT	DRAINAGE EASEMENT	SIDEWALK EASEMENT	REMARKS
				OUTFALL DITCH ACRES	LEFT	RIGHT	TOTAL								
1	HANCOCK KAY FIELDS	R600 039 000 024B 0000	16.01						16.01						
2	DRAYTON-PARKER COMPANIES LLC	R610 039 000 0758 0000	1.72		31.742 SF (0.001 AC)		31.742 SF (0.001 AC)	1.72				31.742 SF (0.001 AC)		17.366 SF (0.0004 AC)	
3	CEMETARY XXX	R600 039 000 0025 0000	2.41						2.41						
4	ELDON M BRIGHT REVOC TRUST	R610 039 000 0021 0000	1.77		2183.478 SF (0.05 AC)		2183.478 SF (0.05 AC)	1.72				2183.478 SF (0.05 AC)		88.843 SF (0.002 AC)	
5	CEMETARY XXX	R600 039 000 0026 0000	4.04			1400.191 SF (0.03 AC)	1400.191 SF (0.03 AC)		4.01			1228.498 SF (0.03 AC)	212.724 SF (0.004 AC)		
6	MARSH RENTALS LLC	R610 039 000 108C 0000	0.90		3535.040 SF (0.08 AC)		3535.040 SF (0.08 AC)	0.82				3486.222 SF (0.08 AC)	344.332 SF (0.01 AC)	579.223 SF (0.01 AC)	
7	CBM REALTY LLC	R600 039 000 1129 0000	1.51			1073.566 SF (0.02 AC)	1073.566 SF (0.02 AC)		1.49			1027.814 SF (0.02 AC)	45.752 SF (0.001 AC)		
8	BURROWS THOMAS W III	R610 039 000 108B 0000	0.70		2411.874 SF (0.05 AC)		2411.874 SF (0.05 AC)	0.65				1888.988 SF (0.04 AC)	2411.874 SF (0.05 AC)		
9	SHARP ANNA W JOHN CALVIN JTROS	R600 039 000 031E 0000	18.03			277.193 SF (0.01 AC)	277.193 SF (0.01 AC)		18.02			100.674 SF (0.002 AC)	176.519 SF (0.004 AC)		
10	BURROWS THOMAS W III	R610 039 000 0098 0000	0.70		2465.483 SF (0.06 AC)		2465.483 SF (0.06 AC)	0.64				2317.358 SF (0.05 AC)	1176.124 SF (0.03 AC)		
11	STOCK FARM DEVELOPMENT LLC	R610 039 000 1491 0000	0.25						0.25						
12	ROBINOWICH JEFFREY	R610 039 000 0116 0000	0.72		2446.493 SF (0.06 AC)		2446.493 SF (0.06 AC)	0.66				2242.427 SF (0.05 AC)	111.0415 SF (0.03 AC)		
13	CBM REALTY LLC	R610 039 000 1490 0000	0.20			92.842 SF (0.002 AC)	92.842 SF (0.002 AC)		0.20			63.257 SF (0.002 AC)	65.681 SF (0.001 AC)	18.966 SF (0.0004 AC)	
14	ROBINOWICH JEFFERY	R610 039 000 0097 0000	0.62		2224.417 SF (0.05 AC)		2224.417 SF (0.05 AC)	0.57				2076.898 SF (0.05 AC)	821.686 SF (0.02 AC)		
15	STOCK FARM DEVELOPMENT LLC	R610 039 000 1524 0000	4.56			398.909 SF (0.01 AC)	398.909 SF (0.01 AC)		4.55			398.909 SF (0.01 AC)	3481 SF (0.0001 AC)		
16	C & S COMMERCIAL VILLAGE LLC	R610 039 000 097A 0000	0.70		2904.101 SF (0.07 AC)		2904.101 SF (0.07 AC)	0.63				2298.451 SF (0.05 AC)	2085.631 SF (0.05 AC)		
17	STOCK FARM DEVELOPMENT LLC	R610 039 000 1489 0000	0.25			423.692 SF (0.01 AC)	423.692 SF (0.01 AC)		0.24			423.692 SF (0.01 AC)		13.571 SF (0.0003 AC)	
18	MESSEX HELEN TRUSTEE	R610 039 000 0108 0000	0.34		1860.431 SF (0.04 AC)		1860.431 SF (0.04 AC)	0.30				1860.431 SF (0.04 AC)	77.144 SF (0.02 AC)		
19	STOCK FARM DEVELOPMENT LLC	R610 039 000 1488 0000	0.17			985.324 SF (0.02 AC)	985.324 SF (0.02 AC)		0.15			985.324 SF (0.02 AC)			
20	MESSEX HELEN TRUSTEE	R610 039 000 0104 0000	0.34		1950.447 SF (0.04 AC)		1950.447 SF (0.04 AC)	0.30				1950.447 SF (0.04 AC)	820.407 SF (0.02 AC)		

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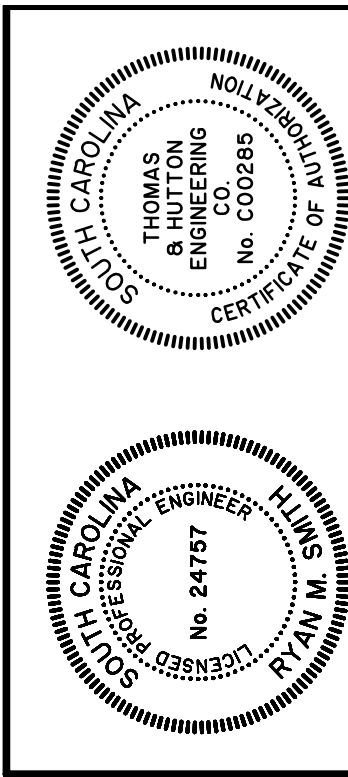
MAY RIVER ROAD IMPROVEMENTS PHASE II

RIGHT-OF-WAY DATA

JOB NO:	J-23039
DATE:	1/20/2016
DRAWN:	MEB
DESIGNED:	RMS
REVIEWED:	RMS
APPROVED:	RMS
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				OUTFALL DITCH ACRES	LEFT	RIGHT	TOTAL								
21	MOREE DONALD L	R610 039 000 I487 0000	0.18			667.939 SF (0.02 AC)	667.939 SF (0.02 AC)		0.16			667.939 SF (0.02 AC)			
22	SMITH CAROLYN C	R610 039 000 I07A 0000	0.69		789.876 SF (0.02 AC)		789.876 SF (0.02 AC)	0.67				662.944 SF (0.02 AC)	720.179 SF (0.02 AC)		
23	STOCK FARM DEVELOPMENT LLC	R610 039 000 I486 0000	0.20			744.588 SF (0.02 AC)	744.588 SF (0.02 AC)		0.18			744.588 SF (0.02 AC)			
24	WELLS TREVER HOWARD	R610 039 000 I07B 0000	0.43		1497.418 SF (0.03 AC)		1497.418 SF (0.03 AC)	0.40				1249.779 SF (0.03 AC)	811.423 SF (0.02 AC)		
25	JIGA PROPERTIES LLC	R610 039 000 I485 0000	0.24			908.835 SF (0.02 AC)	908.835 SF (0.02 AC)		0.22			908.835 SF (0.02 AC)			
26	JOHNSON & COUNTRYMAN LLC	R610 039 000 O114 0000	0.67		3028.362 SF (0.07 AC)		3028.362 SF (0.07 AC)	0.63				2372.728 SF (0.05 AC)	2995.15 SF (0.07 AC)		
27	STOCK FARM DEVELOPMENT LLC	R610 039 000 I484 0000	0.15			656.989 SF (0.02 AC)	656.989 SF (0.02 AC)		0.13			656.989 SF (0.02 AC)		0.361 SF (0.00 AC)	
28	VAUX ROBERTS DBA VAUX ENTERPRISES	R610 039 000 O096 0000	0.43		1029.323 SF (0.02 AC)		1029.323 SF (0.02 AC)	0.41				513.409 SF (0.01 AC)	926.248 SF (0.02 AC)		
29	STOCK FARM DEVELOPMENT LLC	R610 039 000 I483 0000	0.17			656.989 SF (0.02 AC)	656.989 SF (0.02 AC)		0.15			656.989 SF (0.02 AC)		11.135 AC (0.0003 AC)	
30	VAUX ROBERTS D/B/A VAUX ENTERPRISES	R610 039 000 O095 0000	0.48		1718.701 SF (0.04 AC)		1718.701 SF (0.04 AC)	0.44				1230.012 SF (0.03 AC)	1491.446 SF (0.03 AC)	55.343 SF (0.001 AC)	
31	STOCK FARM DEVELOPMENT LLC	R610 039 000 I482 0000	0.19			656.989 SF (0.02 AC)	656.989 SF (0.02 AC)		0.17			656.989 SF (0.02 AC)		26.700 SF (0.001 AC)	
32	BLUFFTON OFFICE LLC	R610 039 000 O093 0000	0.60		1492.180 SF (0.03 AC)		1492.180 SF (0.03 AC)	0.57				1182.325 SF (.03 AC)	1168.997 SF (0.03 AC)		
33	STOCK FARM DEVELOPMENT LLC	R610 039 000 I530 0000	0.23			1048.326 SF (0.02 AC)	1048.326 SF (0.02 AC)		0.21			1048.326 SF (0.02 AC)	475.824 SF (0.01 AC)	71.492 SF (0.002 AC)	
34	GEORGE H SCOTT MEATS INC	R610 039 000 O121 0000	2.74		9909.655 SF (0.23 AC)		9909.655 SF (0.23 AC)	2.51				9005.219 SF (0.21 AC)	6739.943 SF (0.15 AC)	110.603 SF (0.003 AC)	
35	STOCK FARM DEVELOPMENT LLC	R610 039 000 I539 0000	0.33			9263.642 SF (0.21 AC)	9263.642 SF (0.21 AC)		0.12			13956.782 SF (0.32 AC)	11285.844 SF (0.26 AC)	898.830 SF (0.02 AC)	
36	RIGANAS STAR RUSH	R610 039 000 O123 0000	0.31		538.513 SF (0.01 AC)		538.513 SF (0.01 AC)	0.30				300.085 SF (0.01 AC)	534.317 SF (0.01 AC)		
37	STOCK FARM DEVELOPMENT LLC	R610 039 000 I525 0000	0.35			2345.061 SF (0.05 AC)	2345.061 SF (0.05 AC)		0.30			2345.061 SF (0.05 AC)	69.722 SF (0.01 AC)	256.769 SF (0.01 AC)	
39	KULESZA MIROSLAW SMIESZEK BARBARA	R610 039 00A O225 0000	0.78			2968.336 SF (0.07 AC)	2968.336 SF (0.07 AC)		0.71			2968.336 SF (0.07 AC)		95.937 SF (0.002 AC)	
41	SCOTT FAMILY COMPANY LLC	R610 039 00A 215B 0000	0.55			370.371 SF (0.01 AC)	370.371 SF (0.01 AC)		0.54			370.371 SF (0.01 AC)			

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TOWN OF BLUFFTON

BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

MAY RIVER ROAD IMPROVEMENTS PHASE II

BID-05-WAY DATA

JOB NO:	J-23039
DATE:	1/20/2016
DRAWN:	MEB
DESIGNED:	RMS
REVIEWED:	RMS
APPROVED:	RMS
SCALE:	1" = 40'

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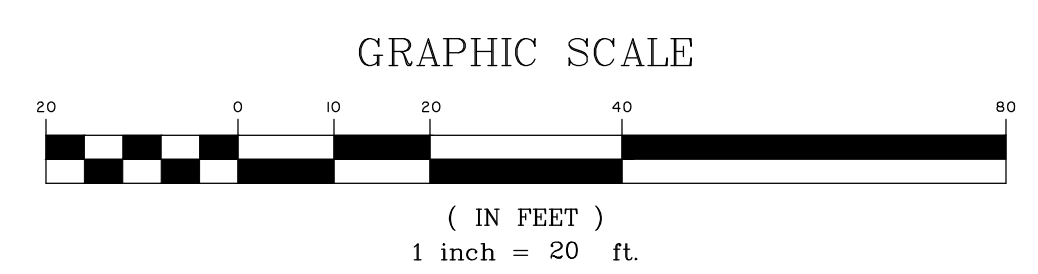
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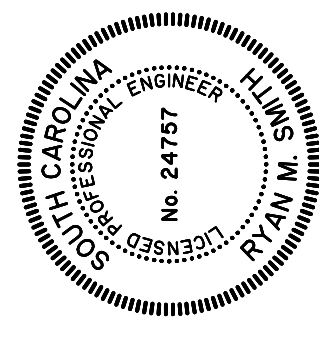
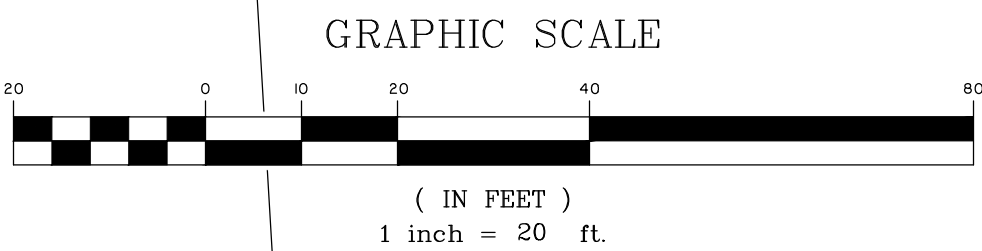
MAY RIVER ROAD IMPROVEMENTS PHASE II

RIGHT-OF-WAY PLAN

JOB NO:	J-23039
DATE:	1/20/2016
DRAWN:	MEB
DESIGNED:	RMS
REVIEWED:	RMS
APPROVED:	RMS
SCALE:	1" = 20'

PL1.3





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BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

MAY RIVER ROAD IMPROVEMENTS PHASE II

BIGHT OF WAY PLAN

JOB NO:	J-23039
DATE:	1/20/2016
DRAWN:	MEB
DESIGNED:	RMS
REVIEWED:	RMS
APPROVED:	RMS
SCALE:	1" = 20'

PL1.4

Professional Services Contract – Attachment 2
TOWN OF BLUFFTON AGREEMENT
Contract Number <20XX-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 201_ between <Contractor> (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Services/Schedule:** The Contractor shall perform services per the attached scope of work and schedule in “Attachment 1”.
2. **Deliverables:** The deliverables resulting from execution of the above mentioned work shall be:
 <Deliverables>
3. **Fees:** The total cost of these services shall be \$ <Costs> per “Attachment 2”.
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. **General Terms and Conditions:**
 - a. The contractor is required to maintain appropriate levels, in the Town’s sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non-licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1.
- 2.